

# ITS (Asbestos) Ltd Terms and Conditions for the supply of Contractors / Agency Workers to the Hirer

- (1) **ITS (Asbestos) Ltd ("ITS")** – Company  
Registration Number 04615799 – whose registered  
office is at Clock House, 286 Kings Road, Reading  
RG1 4HP; and  
(2) ("**The Client**")

## BACKGROUND

- A. ITS is in business supplying labour for construction and asbestos removal services and has skills and abilities and can undertake services that may be of use to The Client from time to time.  
B. ITS's services include the provision of Contractors/Professionals/Tradesmen and Labourers who are temporary agency workers, employees of contractors providing labour to ITS or self-employed sub - contractors.  
C. ITS and the Client agree that if and when ITS undertakes services to the Client it will do so in accordance with the terms of this Agreement.  
D. The intention of the parties is that the Services to be provided by ITS to the Client will be carried out at different times and at different locations.

## DEFINITIONS AND INTERPRETATION

1. The definitions in apply to these terms and the headings contained in these terms are for convenience only and do not affect their interpretation:  
2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa and any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

## DEFINITIONS

- a) **Assignment** means an assignment for services to be performed by the Operative for The Client for a period of time during which the Operative is supplied by ITS to work temporarily for and under the supervision and direction of The Client (except in circumstances as outlined in Clause 10);  
b) **Assignment Details Form** means written confirmation of the assignment details agreed with The Client prior to commencement of the Assignment;  
c) **AWR Claim** means any complaint or claim to a tribunal or court made by or on behalf of the Operative against The Client and/or ITS for any breach of the Agency Workers Regulations;  
d) **Calendar Week** means any period of seven days starting with the same day as the first day of the First Assignment or such other day agreed with the Client;  
e) **Charges** means the charges of ITS calculated in accordance with clauses 22 to 31 and as may be varied from time to time in accordance with these Terms;  
f) **Client** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Operative is Introduced;  
g) **Client's Group** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls The Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with The Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;  
h) **Comparable Employee** means as defined in Regulations 5(4) of the Agency Workers Regulations;  
i) **Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;  
j) **Control** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of

- ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;  
k) **Data Protection Laws** means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;  
l) **Engagement** means the engagement, employment or use of the Operative by The Client or any third party to whom the operative has been introduced by The Client, directly or indirectly, on a temporary basis, whether under a contract of service or for services, and/or through a company of which the Operative is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;  
**First Assignment** means (a) the relevant Assignment; or (b) if, prior to the relevant Assignment:(i) the Operative has worked in any assignment in the same role with the relevant Hirer as the role in which the Operative works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment ,that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Operative is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Client);  
n) **Introduction** means (i) the passing to The Client of a curriculum vitae or information which identifies the Operative; or (ii) The Client's interview of the Operative (in person or by telephone or by any other means), following The Client's instruction to ITS to supply a temporary worker; or (iii) the supply of the Operative; and, in any case, which leads to an Engagement of the temporary worker or the Operative; and "Introduced" and "Introducing" shall be construed accordingly;  
o) **Losses** means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;  
p) **Operative** means the provider of the services pursuant to this Agreement and includes temporary agency workers, employees of contractors providing labour to ITS and Self-employed contractors.  
q) **Period of Extended Hire** means any additional period that The Client wishes the Operative to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee. It shall be agreed in writing between ITS and The Client. In the event that the parties do not agree the length of the Period of Extended Hire then the period shall be 12 weeks.  
r) **Qualifying Period** means 12 continuous Calendar Weeks during the whole or part of which the Operative is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in Regulation 7 of the Agency Workers Regulations;  
s) **Relevant Period** means (a) the period of 8 weeks commencing on the day after the last day on which the Operative worked for The Client having been supplied by ITS; or (b) the period of 14 weeks commencing on the first day on which the Operative worked for The Client having been supplied by ITS or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;  
t) **Relevant Terms and Conditions** means terms and conditions relating to: (a) pay (b) the duration

- of working time; (c) night work; (d) rest periods; (e) rest breaks; and (f) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of The Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;  
u) **Remuneration** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Operative for services provided to or on behalf of The Client or any third party. Where a company car is provided, this will not be included as salary in order to calculate ITS's fee;  
v) **Temporary Work Agency** means as defined in Regulation 4 of the Agency Workers Regulations;  
w) **Terms** means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;  
x) **Transfer Fee** means the fee payable in accordance with clause 33 of these Terms and Regulation 10 of the Conduct Regulations. It shall be agreed in writing between ITS and The Client. In the event that the parties do not agree the amount of the Transfer Fee then ITS shall be entitled to charge a fee calculated as follows: 25 % of the Remuneration payable to the Operative during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 300.

## THE CONTRACT

3. These Terms constitute the contract between ITS and The Client for the supply of the Operative's services by ITS to The Client and are deemed to be accepted by The Client by virtue of its request for, interview with or Engagement of the Operative, or the passing of any information by The Client about an Operative to any third party following an Introduction.  
4. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of ITS, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by The Client.  
5. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of ITS and The Client and are set out in writing.  
6. ITS shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Operatives for Assignments with The Client.

## HIRER OBLIGATIONS

7. To enable ITS to comply with its obligations under the Conduct Regulations The Client undertakes to provide to ITS details of the position which The Client seeks to fill, including  
a) the type of work that the Operative would be required to do; b) the location and hours of work; c) the experience, training, qualifications and any authorisation which The Client considers necessary or which are required by law or any professional body for the Operative to possess in order to work in the position;  
d) any risks to health or safety known to The Client and what steps The Client has taken to prevent or control such risks;  
e) Where the Operative is likely to be working with Asbestos, the Client has an additional obligation to provide the information in Schedule 1;  
f) the date The Client requires the Operative to commence the Assignment; and g) the duration or likely duration of the Assignment.  
8. The Client will assist ITS in complying with its duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by ITS and The Client will not do anything to cause ITS to be in breach of its obligations under those regulations. If The Client requires the services of an Operative for more than 48 hours in any week during the course of an Assignment, The Client must notify ITS of this requirement before the commencement of the

Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which The Client requires the Operative to work in excess of 48 hours.

9. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Operative for the Operative to fill the Assignment.

10. Where an Operative is supplied to the Client as a self-employed sub-contractor, the Client agrees and accepts that the Operative is a skilled person and that the Client has no right of supervision, direction or control over the manner or method in which the Operative carries out the tasks within the works relating to the relevant assignment(s) and shall not act in a manner so as to establish supervision, direction or control over the manner or method of the work.

#### **HIRER'S OBLIGATIONS WHERE AGENCY WORKER REGULATIONS APPLY**

11. The Client will comply with its obligations under Regulation 12 (access to collective facilities and amenities) and 13 (access to employment) of the Agency Workers Regulations.

12. The Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at ITS's request

a) to inform ITS of any Calendar Weeks in which the relevant Operative has worked in the same or a similar role with The Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;

b) if the Operative has worked in the same or a similar role with The Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with The Client via any third party during the relevant Assignment, to provide ITS with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by ITS;

c) to inform ITS if the Operative has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment (i) completed two or more assignments with The Client; (ii) completed at least one assignment with The Client and one or more earlier assignments with any member of The Client's Group; and/or (iii) worked in more than two roles during an assignment with The Client and on at least two occasions worked in a role that was not the same role as the previous role;

d) Save where the Operative will not complete the Qualifying Period during the term of the Assignment, to: (i)

provide ITS with written details of the basic working and employment conditions the Operative would be entitled to for doing the same job if the Operative had been recruited directly by The Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions; (ii) inform ITS in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee; (iii) if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide ITS with a written explanation of the basis on which The Client considers that the relevant individual is a Comparable Employee; and (iv) inform ITS in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced;

e) save where the Operative will not complete the Qualifying Period during the term of the Assignment, to provide ITS with written details of its pay and benefits structures and appraisal processes and any variations of the same.

13. In addition, for the purpose of awarding any bonus to which the Operative may be entitled under the Agency Workers Regulations, The Client will

a) integrate the Operative into its relevant performance appraisal system; b) assess the Operative's performance;

c) provide ITS with copies of all documentation relating to any appraisal of the Operative, including without limitation

written details of the outcome of any appraisal and the amount of any bonus awarded; and

d) provide ITS with all other assistance ITS may request in connection with the assessment of the Operative's performance for the purpose of awarding any bonus.

14. The Client will comply with all ITS requests for information and any other requirements to enable ITS to comply with the Agency Workers Regulations.

15. The Client warrants that:

a) all information and documentation supplied to ITS in accordance with clauses 12, 13 and 14 is complete, accurate and up-to-date; and  
b) it will, during the term of the relevant Assignment, immediately inform ITS in writing of any subsequent change in any information or documentation provided in accordance with clauses 12, 13 and 14; Without prejudice to clauses 54 and 55, The Client shall inform ITS in writing of any:

a) oral or written complaint the Operative makes to The Client which is or may be a complaint connected with rights

under the Agency Workers Regulations; and  
b) written request for information relating to the Relevant Terms and Conditions that The Client receives from the Operative; as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made or written complaint or request is received by The Client and The Client will take such action and give such information and assistance as ITS may request, and within any timeframe requested by ITS, in order to resolve any such complaint or to provide any such information in a written statement to the Operative within 28 days of The Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and The Client will provide ITS with a copy of any such written statement.

#### **INFORMATION TO BE PROVIDED BY ITS TO THE CLIENT**

17. When Introducing an Operative to The Client ITS shall inform The Client: a) of the identity of the Operative;

b) that the Operative has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; c) that the Operative is willing to work in the Assignment; and  
d) the Charges.

18. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Operative is introduced for an Assignment in the same position as one in which the Operative had previously been supplied within the previous 5 business days and such information has already been given to The Client, unless The Client requests that the information be resubmitted.

#### **TIMESHEETS**

19. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) The Client shall sign (or otherwise approve) the ITS timesheet verifying the number of hours/shifts worked by the Operative during that week.

20. Signature of the timesheet by The Client is confirmation of the number of hours/shifts worked. If The Client is unable to sign a timesheet produced for authentication by the Operative because The Client disputes the hours/shifts claimed, The Client shall inform ITS as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with ITS to enable ITS to establish what hours/shifts, if any, were worked by the Operative. Inadvertent errors on, or failure to sign the timesheet, does not absolve The Client of its obligation to pay the Charges in respect of the hours/shifts worked.

21. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Operative. In the event that The Client is dissatisfied with the Operative the provisions of clause 41 below shall apply.

#### **CHARGES**

22. The Client agrees to pay the Charges as notified to and agreed with The Client. The Charges are calculated according to the number of hours/shifts worked by the Operative (to the nearest quarter hour) and comprise the following:

a) the Operative's rate of pay;  
b) an amount equal to any paid holiday leave to which the Operative is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;  
c) any other amounts to which the Operative is entitled under the Agency Workers Regulations, where applicable; d) employer's National Insurance contributions;  
e) any travel, hotel or other expenses as may have been agreed with The Client or, if there is no such agreement, such expenses as are reasonable; and  
f) ITS's commission, which is calculated as a percentage of the Operative's rate of pay.

23. The Client shall not make any deduction from the Charges in respect of the Construction Industry Training Board levy save where expressly agreed by ITS in writing.

24. ITS reserves the right to vary the Charges agreed with The Client, by giving written notice to The Client

a) in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or b) if there is any variation in the Relevant Terms and Conditions.

25. The Charges are invoiced to The Client on a weekly basis and are payable within the payment terms agreed with a company director of ITS

26. In addition to the Charges, The Client will pay ITS an amount equal to any bonus that The Client awards to the Operative in accordance with clause 13 immediately following any such award and ITS will pay any such bonus to the Operative. For the avoidance of doubt, The Client will also pay any employer's National Insurance Contributions and ITS commission on the bonus (calculated using the same percentage rate as that used under clause 22.f) in addition to any bonus payable to the Operative.

27. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 26.

28. The Client shall be awarded a credit limit; should the Client exceed that limit for whatever reason ITS shall reserve the right to immediately suspend all services to the Client without notice and the services will not be resumed until the amount outstanding on the account has been reduced to below the credit limit and to an amount acceptable by ITS.

29. ITS reserves the right to (a) charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; and/or (b) seek repayment of all invoiced and unpaid amounts due in the event that the Client is in default.

30. No refunds are payable in respect of the Charges of ITS.

31. The Client's obligations under these terms shall be performed without any right of The Client to invoke set-off, deductions, withholdings or other similar rights.

#### **PAYMENT OF THE OPERATIVE**

32. ITS assumes responsibility for paying the Operative and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Operative pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

#### **TRANSFER FEES**

33. The Client shall be liable to pay a Transfer Fee if The Client Engages an Operative Introduced by ITS other than via ITS or introduces the Operative to a third party and such introduction results in an Engagement of the Operative by the third party other than via ITS and:

a) where the Operative has been supplied by ITS, such Engagement takes place during the Assignment or within the Relevant Period; or  
b) where the Operative has not been supplied, such Engagement takes place within 6 months

from the date of the Introduction to The Client.

34. If The Client wishes to Engage the Operative other than via ITS without liability to pay a Transfer Fee, The Client may, on giving 21 weeks written notice to ITS, engage the Operative for the Period of Extended Hire.

35. During such Period of Extended Hire ITS shall supply the Operative on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before ITS received the notice in clause 34; and The Client shall continue to pay the Charges set out in these terms. If ITS is unable to supply the Operative for any reason outside its control for the whole or any part of the Period of Extended Hire; or The Client does not wish to hire the Operative on the same terms as the Assignment; but the Operative is Engaged by The Client, The Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by The Client during any part of the Period of Extended Hire worked by the Operative before being Engaged by The Client. If The Client fails to give notice of its intention to Engage the Operative other than via ITS before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

36. Where prior to the commencement of The Client's Engagement, other than via ITS, ITS and The Client agree that such Engagement will be on the basis of a fixed term of less than 12 months, ITS may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 1 pro-rata. Such reduction is subject to The Client Engaging the Operative for the agreed fixed term. Should The Client extend the Operative's Engagement or re-Engage the Operative within 12 months from the commencement of the initial Engagement ITS reserves the right to recover the balance of the Transfer Fee.

37. No refund of the Transfer Fee will be paid in the event that the Engagement of the Operative other than via ITS by The Client or by a third party to which The Client introduces the Operative terminates or terminates before the end of the fixed term referred to in clause 36.

38. VAT is payable in addition to any Transfer Fee due.

#### **SUITABILITY CHECKS AND SPECIAL SITUATIONS**

39. If the Operative is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, ITS will take all reasonably practicable steps to obtain and offer to provide to The Client copies of any relevant qualifications or authorisations of the Operative; and take such other reasonably practicable steps as are required to confirm that the Operative is suitable for the Assignment.

40. If ITS has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform The Client of the steps it has taken to obtain this information in any event.

#### **UNSUITABILITY OF THE OPERATIVE**

41. If The Client reasonably considers that the services of the Operative are unsatisfactory, The Client may terminate the Assignment either by instructing the Operative to leave the Assignment immediately, or by directing ITS to remove the Operative. ITS may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Operative, provided that The Client has notified ITS immediately that they have asked the Operative to leave the Assignment or the Assignment terminates;

a) within 4 hours of the Operative commencing Assignments for more than 7 hours; or

b) within 2 hours for Assignments of 7 hours or less; and provided that notification of the unsuitability of the Operative is confirmed in writing to ITS within 48 hours of the termination of the Assignment.

42. ITS shall notify The Client immediately if it receives or otherwise obtains information which gives ITS reasonable grounds to believe that any Operative supplied to The Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, The Client shall remain liable for all Charges incurred prior to the termination of the Assignment.

43. The Client shall notify ITS immediately and without delay and in any event within 1 hour if the

Operative fails to attend work or has notified The Client that they are unable to attend work for any reason.

#### **TERMINATION OF THE ASSIGNMENT**

44. Any of The Client, ITS or the Operative may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by The Client, who shall be liable for any Charges due under these Terms).

#### **CONFIDENTIALITY AND DATA PROTECTION**

45. All information relating to an Operative is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to The Client. Such information must not be used for any other purpose nor divulged to any third party and The Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

46. ITS undertakes to keep confidential all Relevant Terms and Conditions that The Client discloses to ITS and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Operative or any AWR Claim).

47. Information relating to ITS's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

#### **LIABILITY**

48. Whilst reasonable efforts are made by ITS to give satisfaction to The Client by ensuring reasonable standards of skill, integrity and reliability from the Operative and to provide the same in accordance with the Assignment details as provided by The Client, no liability is accepted by ITS for any loss, expense, damage or delay arising from any failure to provide any Operative for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Operative or if the Operative terminates the Assignment for any reason. For the avoidance of doubt, ITS does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

49. The Client shall advise ITS of any special health and safety matters about which ITS is required to inform the Operative and about any requirements imposed by law or by any professional body, which must be satisfied if the Operative is to fill the Assignment.

50. The Client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which The Client is ordinarily subject in respect of The Client's own staff (excluding the matters specifically mentioned in clause 32 above), including in particular the provision of inductions and training and adequate Employer's and Public Liability Insurance cover for the Operative during all Assignments.

51. The Client will inform ITS of any accident at work affecting the Operative or any other reportable incident.

52. The Client undertakes not to request the supply of an Operative to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by The Client to perform the duties of a person on strike or taking official industrial action.

53. The Client shall indemnify and keep indemnified ITS against any Losses incurred by ITS arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by The Client.

54. The Client shall inform ITS in writing of any AWR Claim which comes to the notice of The Client as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of The Client.

55. If the Operative brings, or threatens to bring, any AWR Claim, The Client undertakes to take such action and give such information and assistance as ITS may request, and within any timeframe

requested by ITS and at The Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

#### **NOTICES & COMPLAINTS**

56. All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

57. ITS has a complaints procedure which can be viewed at [www.itsconstruction.co.uk](http://www.itsconstruction.co.uk)

#### **SEVERABILITY**

58. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

#### **GOVERNING LAW AND JURISDICTION**

59. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

#### **Schedule 1 - Additional Asbestos Information**

The Client shall ensure that all requirements, obligations and duties relating to Health and safety are observed and performed, It is the Client's responsibility to:

a. Prepare a method statement / plan of work for the project for which the Services are provided and ensure that the requirements set out within the plan are clearly communicated to the operatives engaged.

b. Provide and maintain all necessary plant, safe working access equipment, materials and equipment required for the works for which the Services are provided.

c. Provide suitable overalls, disposable undergarments, socks and towels for the works for which the Services are provided.

d. Provide all necessary filters to fit the Respiratory Protective Equipment for the services provided.

e. Provide supervision and instruction for those aspects of the works that relate to the safe handling of asbestos.

f. Notify for the works as required for which the Services are provided.

g. Inspect and record such proper use and cleanliness of RPE of the Services provided.

h. Record exposure levels and carry out personnel monitoring of activities of ITS operatives and provide copies of such to ITS.

The Client shall ensure that daily checks of the Operative's Respiratory Protective Equipment are carried out and recorded on official licensed contractor forms as stipulated by the HSE. ITS will stop work should there be concerns about the standards and or practices encountered on site. ITS holds the right to inspect site working conditions of the Client and arrangements for examination and test of RPE etc. Prior to the commencement of the Engagement, the Client will provide copies of its current employer's liability and any other relevant policies of insurance to ITS together with the copies of its licence to carry out works involving asbestos from the Health and Safety Executive and proof of its supervisory ability as stated above.

